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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/771,142	01/26/2001	Larry Allen Wares	P1056	6191
55895	7590	06/06/2006	EXAMINER	
GATES & COOPER LLP HOWARD HUGHES CENTER 6701 CENTER DRIVE WEST, SUITE 1050 LOS ANGELES, CA 90045			JEANTY, ROMAIN	
			ART UNIT	PAPER NUMBER
			3623	

DATE MAILED: 06/06/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b> 09/771,142	<b>Applicant(s)</b> WARES, LARRY ALLEN	
	<b>Examiner</b> Romain Jeanty	<b>Art Unit</b> 3623	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) ☒ Responsive to communication(s) filed on 20 March 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) ☒ Claim(s) 1-34 is/are pending in the application.
- 4a) Of the above claim(s) 3-16, 19, 20, 24, and 28-34 is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1, 2, 17, 18, 21-23 and 25-27 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)  | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                                   | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

### **DETAILED ACTION**

1. This communication is in response to the communication received March 20, 2006. In the communication, claims 1-2, 17-18, 21-23, 25-27 are pending in the application.

### **Response to Amendment**

2. Applicant's amendment to claims 1 and 9 has overcome the 35 USC § 112, first paragraph rejection. The rejection is withdrawn.

### **Response to Arguments**

3. Applicant's arguments filed on March 30, 2006 have been fully considered but they are not persuasive.

### **Claim Rejections - 35 USC § 102**

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the

international application designated the United States and was published under Article 21(2) of such treaty in the English language.

5. Claims 1, 17 are rejected under 35 U.S.C. 102(e) as being anticipated by Nummelin et al “Nummelin” (U.S. Patent No. 6,581,040) as set forth in the last Office Action.

As per claim 1, As best understood, Nummelin discloses a project management system (See abstract). In so doing, Nummelin discloses technology infrastructure means “computer”, (See Fig. 1) for receiving, storing, and exchanging information (See Fig. 2; and col. 7, lines 1-23), function management means, coupled to said technical infrastructure means for managing at least one of a plurality of project functions utilizing information stored in said technology infrastructure means (col. 7, line 57-67).

As per claim 17, Nummelin discloses a project management system (See abstract). In so doing, Nummelin discloses technology infrastructure means (computer, note Fig. 1) for receiving, storing, and exchanging information (See Fig. 2; and col. 7, lines 1-23), function management means, coupled to said technology infrastructure means for managing at least one of a plurality of project functions utilizing information stored in said technology infrastructure means (col. 7, line 57-67). In addition, Nummelin further discloses updating, maintaining, exchanging and manipulating said information in said technology infrastructure (col. 7, lines 24-45).

### **Claim Rejections - 35 USC § 103**

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

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(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Claims 2, 18, 21-23, 25-27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Nummelin et al (U.S. Patent No. 6,308,164) in view of Dialog (BuildPoint.com Launches First Web-based Business-to-Business Solution For \$415 Billion Construction Materials Industry) as set forth in the last Office Action.

As per claims 2, 18, 22, Nummelin does not explicitly disclose wherein said plurality of functions include design, bidding, building or construction, and maintenance functions. Dialog in the same field of endeavor, provides general contractors, subcontractors and suppliers with a secure commerce hub to manage material bidding and procurement activities. In so doing, Dialog discloses said plurality of functions include design, bidding, building or construction, and maintenance functions (Pages 1-2). It would have been obvious to a person of ordinary skill in the art at the time of the applicant's invention to modify the disclosures of Nummelin to include the teachings of Dialog in order to allow the construction industry a complete e-commerce solution for procurement.

As per claim 5, Nummelin fails to explicitly disclose wherein said bidding function means for preparing bid documents by architects and owners, means for evaluating and re-packaging said bid documents into bid packages by general contractors, means for distributing said bid packages to subcontractors by said general contractors, means for performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and building product manufacturers by said subcontractors, means for preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors, means

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for evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors, means for evaluating bids received from said subcontractors and for compiling totals into a base bid by said general contractors, and means for submitting said base bid by said general contractors to said owners and architects. Dialog in the same field of endeavor, provides general contractors, subcontractors and suppliers with a secure commerce hub to manage material bidding and procurement activities. Note page 1-2 of Dialog, and in so doing, Dialog discloses wherein said bidding function means for preparing bid documents by architects and owners, means for evaluating and re-packaging said bid documents into bid packages by general contractors, means for distributing said bid packages to subcontractors by said general contractors, means for performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and building product manufacturers by said subcontractors, means for preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors, means for evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors, means for evaluating bids received from said subcontractors and for compiling totals into a base bid by said general contractors, and means for submitting said base bid by said general contractors to said owners and architects. It would have been obvious to a person of ordinary skill in the art at the time of the applicant's invention to modify the disclosures of Nummelin to include the teachings of Dialog in order to allow the construction industry a complete e-commerce solution for procurement.

As per claims 21, and 25-26, Nummelin fails to explicitly disclose wherein said bidding function comprises means for preparing bid documents by architects and owners; means for

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evaluating and re-packaging said bid documents into bid packages by general contractors; means for distributing said bid packages to subcontractors by said general contractors; means for performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and building product manufacturers by said subcontractors, means for preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors, means for evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors; means for evaluating bids received from said subcontractors and for compiling totals into a base bid by said general contractors; and means for submitting said base bid by said general contractors to said owners and architects.

Dialog in the same field of endeavor, provides general contractors, subcontractors and suppliers with a secure commerce hub to manage material bidding and procurement activities (Pages 1-2), and in so doing Dialog discloses said bidding function comprises means for preparing bid documents by architects and owners, means for evaluating and re-packaging said bid documents into bid packages by general contractors; means for distributing said bid packages to subcontractors by said general contractors; means for performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and building product manufacturers by said subcontractors, means for preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors, means for evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors, means for evaluating bids received from said subcontractors and for compiling totals into a base bid by said general contractors; and means for submitting said base bid by said general contractors to said owners and architects. It would have been obvious to a person of ordinary

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skill in the art at the time of the applicant's invention to modify the disclosures of Nummelin to include the teachings of Dialog in order to allow the construction industry a complete e-commerce solution for procurement.

8. Claims 23, 27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Nummelin et al "Nummelin" (U.S. Patent No. 6,308,164) in view of Dialog (BuildPoint.com Launches First Web-based Business-to-Business Solution For \$415 Billion Construction Materials Industry) and further in view of in view of Thackston (U.S. Patent No. 6,928,396) s set forth in the last Office Action.

As per claims 23, 25-27, the combination of Nummelin and Dialog fails to explicitly disclose wherein said bidding function further comprises means for awarding contracts to general contractors by said owners and architects, and means for further awarding contracts to said subcontractors by said general contractors. However, Thackston teaches the concept of awarding bidding contract to users (col. 51, lines 25-53). It would have been obvious to a person of ordinary skill in the art to modify the disclosures of Hummelin and Dialog in order to create an agreement for a qualified sub-contractor to perform a project task.

#### **Examiner's Response to Applicant's Remarks**

9. Applicant's amendments and arguments submitted on November 29, 2004 and Marc 30, 2006 with respect to claims 1-2, 17-18, 21-23, and 25-27 have been acknowledged and reconsidered but are not deemed persuasive for the reasons set forth below.

Applicant asserted that the cited references (Nummelin, Dialog and Thacktson) do not teach nor suggest all the limitations of applicant's claims. Applicant further supported his



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assertion by arguing that Nummelin, Dialog and Thackston do not teach all the limitations of the claimed invention. In response, the examiner respectfully disagrees because the claimed steps are met by the Nummelin's reference. Applicant is referred to the prior Office action 1, 17, 21 and 25 the claimed invention. In addition, applicant further argued that the specific limitations of claim 1, 17, 23, and 25 are not shown by Nummelin, Dialog, and Thackston references, taken alone or in combination. Again, the examiner respectfully disagrees because the combined teachings of Nummelin, Dialog, and Thackston would have been obvious to a person of ordinary skill in the art because different parties are usually involved when preparing a project in order to allow the owner of the project to save money on the project.

Applicant further argues that the specific limitations "awarding contracts to general contractors by said owners and architects and awarding contracts to said sub-contractors by said general contractors" is not taught by Nummelin, Dialog, and Thackston. The examiner respectfully disagrees because the teaching of awarding a contract to by n owner to any party involved in a project is old and well known in the project management art. Claiming such a well-known teaching would have been obvious to a person of ordinary skill in the art in order to render the project to the most lowest qualified bidders of the project.

Applicant further argued that Dialog says nothing about a computer-implemented function or step of repackaging said bid documents into bid packages by general contractors. In response, the examiner notes the concept of repackaging documents is old and well-known in the art. For example, Edwards (U.S. Patent 5,557,780) teaches an electronic data interchange system for managing non-standard data for repackaging documents between trading partners, which meets applicant's claimed limitations. Note col. 5, line 66 through col. 6 line 12 of Edwards. It

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would have been obvious to a person of ordinary skill in the art to include this well known teaching into Dialog so that all transactions are stored and maintained in a common internal system format.

### **Conclusion**

9. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

**Dialog** (Primavera Extends lead in High-End Project Management Software; Adds Powerful New Features, Functionality to P3) discloses a system for managing large complex projects.

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

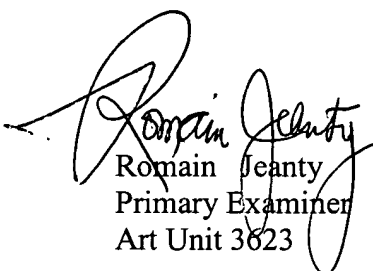
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Romain Jeanty whose telephone number is (571) 272-6732. The examiner can normally be reached on Mon-Thurs 7:30AM - 6:00PM.

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If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq R. Hafiz can be reached on (571) 272-6729. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

May 30, 2006



Romain Jeanty  
Primary Examiner  
Art Unit 3623